

Illinois Landlord Tenant Laws

Illinois Compiled Statutes

765 ILCS 705 Sec. 1. Every covenant, agreement or understanding in or in connection with or collateral to any lease of real property, exempting the lessor from liability for damages for injuries to person or property caused by or resulting from the negligence of the lessor, his or her agents, servants or employees, in the operation or maintenance of the demised premises or the real property containing the demised premises shall be deemed to be void as against public policy and wholly unenforceable.

765 ILCS 705 Sec. 5. Class X felony by lessee or occupant.

(a) If, after the effective date of this amendatory Act of 1995, any lessee or occupant is charged during his or her lease or contract term with having committed an offense on the premises constituting a Class X felony under the laws of this State, upon a judicial finding of probable cause at a preliminary hearing or indictment by a grand jury, the lease or contract for letting the premises shall, at the option of the lessor or the lessor's assignee, become void, and the owner or the owner's assignee may notify the lessee or occupant by posting a written notice at the premises requiring the lessee or occupant to vacate the leased premises on or before a date 5 days after the giving of the notice. The notice shall state the basis for its issuance on forms provided by the circuit court clerk of the county in which the real property is located. The owner or owner's assignee may have the same remedy to recover possession of the premises as against a tenant holding over after the expiration of his or her term. The owner or lessor may bring a forcible entry and detainer action.

(b) A person does not forfeit his or her security deposit or any part of the security deposit due solely to an eviction under the provisions of this Section.

(c) If a lessor or the lessor's assignee voids a contract under the provisions of this Section, and a tenant or occupant has not vacated the premises within 5 days after receipt of a written notice to vacate the premises, the lessor or the lessor's assignee may seek relief under Article IX of the Code of Civil Procedure. Notwithstanding Sections 9-112, 9-113, and 9-114 of the Code of Civil Procedure, judgment for costs against the plaintiff seeking possession of the premises under this Section shall not be awarded to the defendant unless the action was brought by the plaintiff in bad faith. An action to possess premises under this Section shall not be deemed to be in bad faith if the plaintiff based his or her cause of action on information provided to him or her by a law enforcement agency or the State's Attorney.

(d) The provisions of this Section are enforceable only if the lessee or occupant and the owner or owner's assignee have executed a lease addendum for drug free housing as promulgated by the United States Department of Housing and Urban Development or a substantially similar document.

Part 3. Distress for Rent

735 ILCS 5 Sec. 9-301. Property subject to distraint. In all cases of distress for rent, the landlord, by himself or herself, his or her agent or attorney, may seize for rent any personal property of his or her tenant that may be found in the county where such tenant resides, and in no case shall the property of any other person, although the same may be found on the premises, be liable to seizure for rent due from such tenant.

735 ILCS 5 Sec. 9-302. Filing of distress warrant with inventory. The person making such distress shall immediately file with the clerk of the circuit court a copy of the distress warrant, together with an inventory of the property levied upon.

735 ILCS 5 Sec. 9-303. Summons and return. Upon the filing of such copy of distress warrant and inventory, the clerk shall issue a summons against the party against whom the distress warrant has been issued, returnable as summons in other civil cases.

735 ILCS 5 Sec. 9-304. Notice to non-residents. When it appears, by affidavit filed in the court where such proceeding is pending, that the defendant is a nonresident or has departed from this state, or on due inquiry

cannot be found, or is concealed within this state, and the affiant states the place of residence of the defendant, if known, and if not known, that upon diligent inquiry he or she has not been able to ascertain the same, notice may be given as in attachment cases.

735 ILCS 5 Sec. 9-305. Proceedings - Pleading. The action shall thereafter proceed in the same manner as in case of attachment before the court. It shall not be necessary for the plaintiff in any case to file a complaint, but the distress warrant shall stand as a complaint and shall be amendable, as complaints in other civil cases, but no such amendment shall in any way affect any liabilities that have accrued in the execution of such warrant.

735 ILCS 5 Sec. 9-306. Counterclaim - Defenses. The defendant may file a counterclaim as in other civil actions or other defense which would have been proper if the action had been for the rent, and with like effect.

735 ILCS 5 Sec. 9-307. Judgment for plaintiff. If the plaintiff recovers, judgment shall be entered in favor of plaintiff, for the amount which the court finds to be due the plaintiff.

735 ILCS 5 Sec. 9-308. Effect of judgment against defendant. After the defendant is served with process or appears in the action, the judgment shall have the same force and effect as if served by summons, and the judgment may be enforced, not only against the property distrained, but also against the other property of the defendant. But the property distrained, if the same has not been replevied or released from seizure, shall be first sold.

735 ILCS 5 Sec. 9-309. Judgment by default. When publication of notice, as provided by law, but the defendant is not served with process and does not appear, judgment by default may be entered, and the plaintiff may recover the amount due him or her for rent at the time of issuing the distress warrant, and enforcement may be had against the property distrained, but no enforcement may be had against any other property of the defendant.

735 ILCS 5 Sec. 9-310. Judgment in favor of defendant - Counterclaim. If the judgment is in favor of the defendant, the defendant shall recover costs and judgment shall be entered for the return to the defendant of the property distrained, unless the same has been replevied or released from such distress. If a counterclaim is interposed, and it is determined by the court that a balance is due from the plaintiff to the defendant, judgment shall be entered in favor of the defendant.

735 ILCS 5 Sec. 9-311. Bond for release of property. When any distress warrant is levied, the person whose property is distrained, may release the same by entering into bond in double the amount of the rent claimed, payable to the landlord, with sufficient sureties, to be approved by the person making the levy, if the bond is tendered before the filing of a copy of the warrant, as provided in Part 3 of Article IX of this Act, or if after, by the clerk of the court in which the action is pending, conditioned to pay whatever judgment the landlord may recover in the action, with costs of the action. If the bond is taken before the filing of a copy of the distress warrant, such bond shall be filed therewith, and if taken after the filing of a copy of the distress warrant, it shall be filed in the office of the clerk of the court where the action is pending.

735 ILCS 5 Sec. 9-312. Perishable property. If any property distrained is of a perishable nature and in danger of immediate waste or decay, and is not replevied or bonded, the landlord or his or her agent or attorney may, upon giving notice to the defendant or his or her attorney, or if neither can be found, without any notice, apply to the court in which the action is pending describing the property, and showing that it is so in danger, and if the court is satisfied that the property is of a perishable nature and in danger of immediate waste or decay, and if the defendant or his or her attorney is not served with notice, or does not appear, that neither the defendant nor the attorney can be found, the court may enter an order to the person having possession of the property, directing the sale thereof upon such time and notice, terms and conditions as the court shall deem for the best interests of the parties concerned. The money resulting from such sale shall be deposited with the clerk of the court in which the action is pending, there to abide the event of the action.

735 ILCS 5 Sec. 9-313. Limitation. The right of the landlord to distrain the personal goods of the tenant, shall continue for the period of 6 months after the expiration of the term for which the premises were demised or the tenancy is terminated.

735 ILCS 5 Sec. 9-314. Distress for products and labor. When the rent is payable wholly or in part in specific articles of property or products of the premises, or labor, the landlord may distrain for the value of such articles, products or labor.

735 ILCS 5 Sec. 9-315. Exemption. The same articles of personal property which are, by law, exempt from the enforcement of a judgment thereon, except the crops grown or growing upon the demised premises, shall also be exempt from distress for rent.

735 ILCS 5 Sec. 9-316. Lien upon crops. Every landlord shall have a lien upon the crops grown or growing upon the demised premises for the rent thereof, whether the same is payable wholly or in part in money or specific articles of property or products of the premises, or labor, and also for the faithful performance of the terms of the lease. Such lien shall continue for the period of 6 months after the expiration of the term for which the premises are demised, and may be enforced by distraint as provided in Part 3 of Article IX of this Act. A good faith purchaser shall, however, take such crops free of any landlord's lien unless, within 6 months prior to the purchase, the landlord provides written notice of his lien to the purchaser by registered or certified mail. Such notice shall contain the names and addresses of the landlord and tenant, and clearly identify the leased property. A landlord may require that, prior to his tenant's selling any crops grown on the demised premises, the tenant disclose the name of the person to whom the tenant intends to sell those crops. Where such a requirement has been imposed, the tenant shall not sell the crops to any person other than a person who has been disclosed to the landlord as a potential buyer of the crops.

A lien arising under this Section and duly perfected under Article 9 of the Uniform Commercial Code shall have priority over any other agricultural lien as defined in, and over any security interest arising under, provisions of Article 9 of the Uniform Commercial Code.

735 ILCS 5 Sec. 9-316.1. Tenant's duty to disclose to landlord identity of vendee of crops.

- (a) Where, pursuant to Section 9-316, a landlord has required that, before the tenant sells crops grown on the demised premises, the tenant disclose to the landlord the persons to whom the tenant intends to sell such crops, it is unlawful for the tenant to sell the crops to a person other than a person so disclosed to the landlord.
- (b) An individual who knowingly violates this Section is guilty of a Class A misdemeanor.
- (c) A corporation convicted of a violation of this Section is guilty of a business offense and shall be fined not less than \$2000 nor more than \$10,000.
- (d) In the event the tenant is a corporation or a partnership, any officer, director, manager or managerial agent of the tenant who violates this Section or causes the tenant to violate this Section is guilty of a Class A misdemeanor.
- (e) It is an affirmative defense to a prosecution for the violation of this Section that the tenant has paid to the landlord the proceeds from the sale of the crops within 10 days after such sale.

735 ILCS 5 Sec. 9-317. Landlord's right against sublessee. In all cases when the leased premises are sublet, or the lease is assigned, the landlord shall have the same right to enforce his or her lien against the sublessee or assignee, that the landlord has against the tenant to whom the premises were leased.

735 ILCS 5 Sec. 9-318. Abandonment of premises. When a tenant abandons or removes from the premises or any part thereof, the landlord or his or her agent or attorney may seize upon any grain or other crops grown or growing upon the premises or part thereof so abandoned, whether the rent is due or not. If such grain or other crops or any part thereof is not fully grown or matured, the landlord or his or her agent or attorney shall cause the same to be properly cultivated and harvested or gathered, and may sell and dispose of the same, and apply the proceeds, so far as may be necessary, to compensate for his or her labor and expenses, and to pay the rent. The tenant may, at any time before the sale of the property so seized, redeem the same by tendering the rent due and

the reasonable compensation and expenses of the cultivation and harvesting or gathering the same, or the tenant may replevy the property seized.

735 ILCS 5 Sec. 9-319. Removal of fixture. Subject to the right of the landlord to distrain for rent, a tenant has the right to remove from the leased premises all removable fixtures erected thereon by him or her during the term of the lease, or of any renewal thereof, or of any successive leasing of the premises while the tenant remains in possession in the character of a tenant.

735 ILCS 5 Sec. 9-320. Notice by nonresident owner.

(a) An owner of residential real property containing more than 4 living units, who does not reside or maintain an office therein and does not employ a manager or agent who resides or maintains an office therein, shall:

- (1) post or cause to be posted on such residential real property adjacent to the mailboxes or within the interior of such residential real property in a location visible to all the residents, a notice of not less than 20 square inches in size bearing:
 - (i) the name, address and telephone number of the person responsible for managing the building; and
 - (ii) the name, address and telephone number of the company or companies insuring such residential real property against loss or damage by fire or explosion or if the residential real property is not insured, that shall be stated in the notice; and
- (2) within 24 hours from the time such owner is notified that any company or companies insuring such residential real property against loss or damage by fire or explosion has cancelled such insurance, post or cause to be posted in the manner provided in subparagraph (1) notice of such cancellation.

(b) In lieu of the requirement for posting the notices prescribed in subsection (a) of this Section and the owner's managing agent may include such notice in a written rental or lease agreement or may give such notice by first class mail addressed to the lessee or renter.

(c) Failure to give any notice required by this Section is a petty offense and shall subject the owner to pay a fine of not more than \$100 per day of violation.

735 ILCS 5 Sec. 9-321. Distress before rent due. If any tenant shall, without the consent of his or her landlord, sell and remove, or permit to be removed, or be about to sell and remove, or permit to be removed, from the demised premises, such part or portion of the crops raised thereon, as shall endanger the lien of the landlord upon such crops for the rent agreed to be paid, it is lawful for the landlord to institute proceedings by distress before the rent is due, as is now provided by law, in case of the removal of the tenant from the demised premises; and thereafter the proceedings shall be conducted in the same manner as is now provided by law in ordinary cases of distress, where the rent is due and unpaid.

**Part 2. Recovery of Rent;
Termination of Certain Tenancies**

735 ILCS 5 Sec. 9-201. Recovery of rent. The owner of lands, his or her executors or administrators, may sue for and recover rent therefore, or a fair and reasonable satisfaction for the use and occupation thereof, by a civil action in any of the following instances:

1. When rent is due and in arrears on a lease for life or lives.
2. When lands are held and occupied by any person without any special agreement for rent.
3. When possession is obtained under an agreement, written or verbal, for the purchase of the premises, and before a deed is given the right to possession is terminated by forfeiture or non-compliance with the agreement, and possession is wrongfully refused or neglected to be given upon demand, made in writing, by the party entitled thereto. All payments made by the vendee, or his or her representatives or assigns, may be set off against such rent.
4. When land has been sold upon a judgment of court, when the party to such judgment or person holding under him or her, wrongfully refuses or neglects to surrender possession of the same, after demand, in writing, by the person entitled to the possession.

5. When the lands have been sold upon a mortgage or trust deed, and the mortgagor or grantor, or person holding under him or her, wrongfully refuses or neglects to surrender possession of the same, after demand, in writing, by the person entitled to the possession.

735 ILCS 5 Sec. 9-202. Wilfully holding over. If any tenant or any person who is in or comes into possession of any lands, tenements or hereditaments, by, from or under, or by collusion with the tenant, wilfully holds over any lands, tenements or hereditaments, after the expiration of his or her term or terms, and after demand made in writing, for the possession thereof, by his or her landlord, or the person to whom the remainder or reversion of such lands, tenements or hereditaments belongs, the person so holding over, shall, for the time the landlord or rightful owner is so kept out of possession, pay to the person so kept out of possession, or his or her legal representatives, at the rate of double the yearly value of the lands, tenements or hereditaments so detained to be recovered by a civil action.

735 ILCS 5 Sec. 9-203. Holding over after notice. If any tenant gives notice of his or her intention to quit the premises which are held by him or her, at a time mentioned in such notice, at which time the tenant would have a right to quit by the lease, and does not accordingly deliver up possession thereof, such tenant shall pay to the landlord or lessor double the rent or sum which would otherwise be due, to be collected in the same manner as the rent otherwise due should have been collected.

735 ILCS 5 Sec. 9-204. Rent in arrears - Re-entry. In all cases between landlord and tenant, where one-half year's rent is in arrears and unpaid, and the landlord or lessor to whom such rent is due has the right by law to re-enter for non-payment thereof, such landlord or lessor may, without any formal demand or re-entry, commence an action of ejectment for the recovery of the demised premises. In case judgment is entered in favor of the plaintiff in the action of ejectment before the rent in arrearage and costs of the action are paid, then the lease of the lands shall cease and be determined, unless the lessee shall by appeal reverse the judgment, or by petition filed within 6 months after the entry of such judgment, obtain relief from the same. However, any tenant may, at any time before final judgment on the ejectment, pay or tender to the landlord or lessor of the premises the amount of rent in arrears and costs of the action, whereupon the action of ejectment shall be dismissed.

735 ILCS 5 Sec. 9-205. Notice to terminate tenancy from year to year. Except as provided in Section 9-206 of this Act, in all cases of tenancy from year to year, 60 days' notice, in writing, shall be sufficient to terminate the tenancy at the end of the year. The notice may be given at any time within 4 months preceding the last 60 days of the year.

735 ILCS 5 Sec. 9-206. Notice to terminate tenancy of farm land. In order to terminate tenancies from year to year of farm lands, occupied on a crop share, livestock share, cash rent or other rental basis, the notice to quit shall be given in writing not less than 4 months prior to the end of the year of letting. Such notice may not be waived in a verbal lease. The notice to quit may be substantially in the following form:

To A.B.: You are hereby notified that I have elected to terminate your lease of the farm premises now occupied by you, being (here describe the premises) and you are hereby further notified to quit and deliver up possession of the same to me at the end of the lease year, the last day of such year being (here insert the last day of the lease year).

735 ILCS 5 Sec. 9-206.1. Life tenancy termination; farmland leases.

(a) Tenancies from year to year of farmland occupied on a crop share, livestock share, cash rent, or other rental basis in which the lessor is the life tenant or the representative of the life tenant shall continue until the end of the current lease year in which the life tenant's interest terminates unless otherwise provided in writing by the lessor and the lessee.

(b) Whenever the life tenancy of the lessor terminates not more than 6 months before the end of the tenancy of the lessee but before the beginning of the next crop year, the lessee of the farmlands is entitled to reasonable costs incurred in field preparation for the next crop year, payable by the succeeding life tenant or remainderman. As used in this Section "farmland" means any property used primarily for the growing and harvesting of crops; the feeding, breeding and management of livestock; dairying, or any other agricultural or horticultural use or

combination thereof, including, but not limited to, hay, grain, fruit, truck or vegetable crops, floriculture, mushroom growing, plant or tree nurseries, orchards, forestry, sod farming and greenhouses; the keeping, raising and feeding of livestock or poultry, including poultry, swine, sheep, beef cattle, ponies or horses; dairy farming; fur farming; beekeeping; or fish or wildlife farming.

735 ILCS 5 Sec. 9-207. Notice to terminate tenancy for less than a year. In all cases of tenancy from week to week, where the tenant holds over without special agreement, the landlord may terminate the tenancy by 7 days' notice, in writing, and may maintain an action for forcible entry and detainer or ejectment.

In all cases of tenancy for any term less than one year, other than tenancy from week to week, where the tenant holds over without special agreement, the landlord may terminate the tenancy by 30 days' notice, in writing, and may maintain an action for forcible entry and detainer or ejectment.

735 ILCS 5 Sec. 9-208. Further demand. Where a tenancy is terminated by notice, under either of the 2 preceding sections, no further demand is necessary before bringing an action under the statute in relation to forcible detainer or ejectment.

735 ILCS 5 Sec. 9-209. Demand for rent - Action for possession. A landlord or his or her agent may, any time after rent is due, demand payment thereof and notify the tenant, in writing, that unless payment is made within a time mentioned in such notice, not less than 5 days after service thereof, the lease will be terminated. If the tenant does not within the time mentioned in such notice, pay the rent due, the landlord may consider the lease ended, and sue for the possession under the statute in relation to forcible entry and detainer, or maintain ejectment without further notice or demand. A claim for rent may be joined in the complaint, and a judgment obtained for the amount of rent found due, in any action or proceeding brought, in an action of forcible entry and detainer for the possession of the leased premises, under this Section.

Notice made pursuant to this Section shall, as hereinafter stated, not be invalidated by payments of past due rent demanded in the notice, when the payments do not, at the end of the notice period, total the amount demanded in the notice. The landlord may, however, agree in writing to continue the lease in exchange for receiving partial payment. To prevent invalidation, the notice must prominently state:

"Only FULL PAYMENT of the rent demanded in this notice will waive the landlord's right to terminate the lease under this notice, unless the landlord agrees in writing to continue the lease in exchange for receiving partial payment."

Collection by the landlord of past rent due after the filing of a suit for possession or ejectment pursuant to failure of the tenant to pay the rent demanded in the notice shall not invalidate the suit.

735 ILCS 5 Sec. 9-210. Notice to quit. When default is made in any of the terms of a lease, it is not necessary to give more than 10 days' notice to quit, or of the termination of such tenancy, and the same may be terminated on giving such notice to quit at any time after such default in any of the terms of such lease. Such notice may be substantially in the following form:

"To A.B.: You are hereby notified that in consequence of your default in (here insert the character of the default) of the premises now occupied by you, being, etc., (here describe the premises) I have elected to terminate your lease, and you are hereby notified to quit and deliver up possession of the same to me within 10 days of this date (dated, etc.)."

The notice is to be signed by the lessor or his or her agent, and no other notice or demand of possession or termination of such tenancy is necessary.

735 ILCS 5 Sec. 9-211. Service of demand or notice. Any demand may be made or notice served by delivering a written or printed, or partly written and printed, copy thereof to the tenant, or by leaving the same with some person of the age of 13 years or upwards, residing on or in possession of the premises; or by sending a copy of the notice to the tenant by certified or registered mail, with a returned receipt from the addressee; and in case no one is in the actual possession of the premises, then by posting the same on the premises.

735 ILCS 5 Sec. 9-212. Evidence of service. When such demand is made or notice served by an officer authorized to serve process, the officer's return is prima facie evidence of the facts therein stated, and if such demand is made

or notice served by any person not an officer, the return may be sworn to by the person serving the same, and is then prima facie evidence of the facts therein stated.

735 ILCS 5 Sec. 9-213. Expiration of term. When the tenancy is for a certain period, and the term expires by the terms of the lease, the tenant is then bound to surrender possession, and no notice to quit or demand of possession is necessary.

735 ILCS 5 Sec. 9-213.1. Duty of landlord to mitigate damages. After January 1, 1984, a landlord or his or her agent shall take reasonable measures to mitigate the damages recoverable against a defaulting lessee.

735 ILCS 5 Sec. 9-214. Lease defined. The term "lease," as used in Part 2 of Article IX of this Act, includes every letting, whether by verbal or written agreement.

735 ILCS 5 Sec. 9-215. Remedies available to grantee. The grantees of any leased lands, tenements, rents or other hereditaments, or of the reversion thereof, the assignees of the lessor of any lease, and the heirs, legatees and personal representatives of the lessor, grantee or assignee, shall have the same remedies by action or otherwise, for the non-performance of any agreement in the lease, or for the recovery of any rent, or for the doing of any waste or other cause of forfeiture, as their grantor or lessor might have had if such reversion had remained in such lessor or grantor.

735 ILCS 5 Sec. 9-216. Remedies available to lessee. The lessees of any lands, their assigns or personal representatives, shall have the same remedy, by action or otherwise, against the lessor, his or her grantees, assignees or his, her or their representatives, for the breach of any agreement in such lease, as such lessee might have had against his or her immediate lessor. This section shall have no application to the covenants against incumbrances, or relating to the title or possession of the premises demised.

735 ILCS 5 Sec. 9-217. Rent recoverable by representative, from subtenant. When a tenant for life demises any lands and dies on or after the day when any rent becomes due and payable, his or her executor or administrator may recover from the subtenant the whole rent due, but if such tenant for life dies, before the day when any rent is to become due, his or her executor or administrator may recover the proportion of rent which accrued before his or her death, and the remainder man shall recover for the residue.

Security Deposit Return Act

765 ILCS 710 Sec. 1. A lessor of residential real property, containing 5 or more units, who has received a security deposit from a lessee to secure the payment of rent or to compensate for damage to the leased property may not withhold any part of that deposit as compensation for property damage unless he has, within 30 days of the date that the lessee vacated the premises, furnished to the lessee, delivered in person or by mail directed to his last known address, an itemized statement of the damage allegedly caused to the premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching the paid receipts, or copies thereof, for the repair or replacement. If the lessor utilizes his or her own labor to repair any damage caused by the lessee, the lessor may include the reasonable cost of his or her labor to repair such damage. If estimated cost is given, the lessor shall furnish the lessee with paid receipts, or copies thereof, within 30 days from the date the statement showing estimated cost was furnished to the lessee, as required by this Section. If no such statement and receipts, or copies thereof, are furnished to the lessee as required by this Section, the lessor shall return the security deposit in full within 45 days of the date that the lessee vacated the premises. Upon a finding by a circuit court that a lessor has refused to supply the itemized statement required by this Section, or has supplied such statement in bad faith, and has failed or refused to return the amount of the security deposit due within the time limits provided, the lessor shall be liable for an amount equal to twice the amount of the security deposit due, together with court costs and reasonable attorney's fees.

765 ILCS 710 Sec. 1.1. In the event of a sale, lease, transfer or other direct or indirect disposition of residential real property, other than to the holder of a lien interest in such property, by a lessor who has received a security deposit or prepaid rent from a lessee, the transferee of such property shall be liable to that lessee for any security

deposit, including statutory interest, or prepaid rent which the lessee has paid to the transferor. Transferor shall remain jointly and severally liable with the transferee to the lessee for such security deposit or prepaid rent.

765 ILCS 710 Sec. 2. This Act takes effect January 1, 1974 and applies to leases executed on or after that date.

Security Deposit Interest Act

765 ILCS 715 Sec. 1. A lessor of residential real property, containing 25 or more units in either a single building or a complex of buildings located on contiguous parcels of real property, who receives a security deposit from a lessee to secure the payment of rent or compensation for damage to property shall pay interest to the lessee computed from the date of the deposit at a rate equal to the interest paid by the largest commercial bank, as measured by total assets, having its main banking premises in this State on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement on any deposit held by the lessor for more than 6 months.

765 ILCS 715 Sec. 2. The lessor shall, within 30 days after the end of each 12 month rental period, pay to the lessee any interest, by cash or credit to be applied to rent due, except when the lessee is in default under the terms of the lease. A lessor who willfully fails or refuses to pay the interest required by this Act shall, upon a finding by a circuit court that he has willfully failed or refused to pay, be liable for an amount equal to the amount of the security deposit, together with court costs and reasonable attorneys fees.

765 ILCS 715 Sec. 3. This Act does not apply to any deposit made with respect to public housing.

765 ILCS 720 Sec. 0.01. Short title. This Act may be cited as the Retaliatory Eviction Act.

765 ILCS 720 Sec. 1. It is declared to be against the public policy of the State for a landlord to terminate or refuse to renew a lease or tenancy of property used as a residence on the ground that the tenant has complained to any governmental authority of a bona fide violation of any applicable building code, health ordinance, or similar regulation. Any provision in any lease, or any agreement or understanding, purporting to permit the landlord to terminate or refuse to renew a lease or tenancy for such reason is void.

Property Taxes Of Alien Landlords Act

765 ILCS 725 Sec. 1. No contract, agreement or lease in writing or by parol, by which any lands or tenements therein are demised or leased by any alien or his agents for the purpose of farming, cultivation or the raising of crops thereon, shall contain any provision requiring the tenant or other person for him, to pay taxes on said lands or tenements, or any part thereof, and all such provisions, agreements and leases so made are declared void as to the taxes aforesaid. If any alien landlord or his agents shall receive in advance or at any other time any sum of money or article of value from any tenant in lieu of such taxes, directly or indirectly, the same may be recovered back by such tenant before any court having jurisdiction of the amount thereof, and all provisions or agreements in writing or otherwise to pay such taxes shall be held in all courts of this state to be void.

Rent Concession Act

765 ILCS 730 Sec. 1. That the purpose of this Act is to regulate the prevalent practice of making or using written leases of real estate, which, because of concessions to the lessees, do not truly state the real net rent being paid, it being recognized that such practice can be, and frequently is, used to mislead prospective purchasers and lessees, and lenders of money on the security of such real estate, into a belief that the rental value or market value thereof is greater than it really is.

765 ILCS 730 Sec. 2. A rent concession is made, within the meaning of this Act, when, in case of a written lease of real estate or a part thereof, the lessor before or at the time the lease or any agreement therefore is entered into, and in consideration of such lease or agreement therefore, directly or indirectly, gives, or agrees or promises to give, to the lessee, without express mention thereof in the lease, any of the following: (1) any credit upon the rent reserved by the lease between the parties, or rebate of such rent or any part thereof after payment thereof by the lessee, or (2) the right, privilege or license to occupy the leased premises for a period other than the term created by the lease, rent free or for a rent less than the average rent fixed by the lease for the entire term, or (3) any other valuable thing, right or privilege. Repairing and decorating the leased premises by the lessor shall not be

deemed a rent concession. An agreement by a lessor to waive any of the terms or conditions of the lease other than those relating to the payment of rent shall not be deemed a rent concession.

765 ILCS 730 Sec. 3. When a rent concession shall be made in the case of any lease hereafter entered into, it shall be the duty of the lessor, at the time or immediately after the lease is made, to cause such lease to bear a legend across the face and text thereof plainly legible and in letters not less than one-half inch in height consisting of the words "Concession Granted," and to bear a memorandum on the margin or across the face of such lease stating the amount or extent and nature of each such concession, and any failure on the part of a lessor so to do shall be unlawful and a violation of this Act.

765 ILCS 730 Sec. 4. When a rent concession shall have been made in the case of any lease heretofore or hereafter entered into, it shall be unlawful and a violation of this Act for any person knowing of such concession, to exhibit such lease to any purchaser or lessee or prospective purchaser or lessee of real estate, any part of which is covered by the lease, or to any lender of money, or prospective lender of money on such real estate or any part thereof as security, unless such lease shall bear the legend and memorandum required by section 3 hereof in the case of leases heretofore made.

765 ILCS 730 Sec. 5. The terms "lessor," "lessee" and "person" as used herein shall include the plural thereof and shall include corporations.

765 ILCS 730 Sec. 5a. The provisions of this Act shall have no application to farm or agricultural property, or property used as such, nor to any leases or evidences of leasing executed relative thereto.

765 ILCS 730 Sec. 6. Any person or corporation violating the provisions of this Act, by using or exhibiting to any person, persons or corporation any written lease or other written evidence of leasing, not having endorsed thereon any and all concessions as herein provided, for the purpose of selling or effecting a sale of the premises in question or a loan thereon, shall be deemed guilty of a Class A misdemeanor.

Rental Property Utility Service Act

765 ILCS 735 Sec. 1. Utility payments; termination and restoration of service. Whenever, pursuant to any agreement, either written or verbal, a landlord or his or her agent is required to pay for any water, gas or electrical service, and the landlord or his or her agent does not pay for such service, the tenant, or tenants in the event more than one tenant is served by a common system of water, gas or electrical service, including electrical service to common areas, which goes through a common meter in a single building, may pay for such service if the nonpayment jeopardizes the continuation of the service to the tenant or tenants, as the case may be. The utility company shall not terminate service for such nonpayment until the utility company mails, delivers or posts a notice as specified in Section 3 to all tenants of buildings with 3 or more residential apartments. Upon receipt of such payment of the past due cost of such water, gas or electrical service owed by the landlord, the provider of such service shall immediately restore service to such tenant or tenants. In the alternative, the provider of such service shall immediately restore and continue such service to any tenant who (a) requests that the utility put the bill in his or her name; (b) establishes satisfactory credit references or provides for and pays a security deposit pursuant to the rules and regulations of the Illinois Commerce Commission applicable to applicants for new utility service; and (c) agrees to pay future bills. Any sums the tenant or tenants, as the case may be, pay for water, gas or electrical service that the landlord or his or her agent was required to pay may be deducted from the rent due by the tenant or tenants, and the total rent is diminished by the amount the tenant or tenants, as the case may be, have paid for the continuation of the water, gas or electrical service.

765 ILCS 735 Sec. 1.1. Definitions. As used in this Act:

"Agreement" includes leases, oral agreements, and any other understandings or contracts reached between a landlord and a tenant.

"Individually metered utilities" means that the utility service to one or more rental dwelling units in a building is registered by an individual meter for each dwelling unit.

"Master metered utilities" means that the utility service to a building with one or more rental dwelling units is registered by a single meter for the building.

"Landlord" includes the owner of a building, the owner's agent, and the lessor of a building.

"Tenant" includes occupants of a building or mobile home, whether under a lease or periodic tenancy.

"Utility company" includes all suppliers of utility service, including municipalities.

"Utility service" includes electric, gas, water, or sanitary utility service rendered by a utility company to a tenant at a specific location.

765 ILCS 735 Sec. 1.2. Certain tenant-paid utility payment arrangements prohibited; Notice of change in payment arrangement.

(a) No landlord shall rent or cause to be rented any unit in which the tenant is responsible by agreement, implication, or otherwise for direct payment for utility service to the utility company and in which the utility company billing for that service includes any service to common areas of the building or other units or areas used or occupied by persons other than the individual tenant and those occupying the unit with the tenant on the utility account, unless, before offering an initial lease or a renewal lease, accepting a security deposit, or otherwise entering into an agreement with the prospective tenant to let the premises:

(1) The landlord provides the prospective tenant with a written statement setting forth the specific areas of the building and any appurtenances that are served by the meter that will be in the tenant's name and the nature of the utility uses of those areas, including any that have not been reflected in past utility company billings but that may arise (such as the rental of a neighboring unit that has been vacant, the installation of washers and driers in the basement, or the use of the garage for mechanics);

(2) The landlord provides the prospective tenant with copies of the utility bills for the unit for the previous 12 months, unless waived by the tenant in writing;

(3) The landlord neither suggests nor requires the tenant to collect any money for utility bills from neighboring tenants whose utility usage will be reflected in the prospective tenant's utility company billings; and

(4) The landlord sets forth in writing the amount of the proposed rent reduction, if any, that is offered to compensate for the tenant's payments for utility usage outside of the tenant's unit.

(b) No landlord shall request or cause to be effected a change (i) from landlord-paid master metered utilities to tenant-paid individually metered utilities or (ii) from landlord-paid to tenant-paid utilities, regardless of the metering arrangement, during the term of a lease. The landlord shall provide a minimum of 30 days notice to each affected tenant before effecting such a change in service; for tenants under a lease, the notice shall be provided to the tenants no less than 30 days before the expiration of the lease term. This subsection does not prohibit the landlord and tenant from agreeing to amend the lease to effect such a change; the amendment must be in writing and subscribed by both parties.

(c) Any term or condition in a rental agreement between the landlord and the tenant that is inconsistent with this Section is void and unenforceable.

(d) Nothing in this Section affects the relationship between a utility company and its customers.

765 ILCS 735 Sec. 1.3. Tenant remedies and burdens of proof.

(a) A residential tenant shall be entitled to recover damages from the landlord for the utility bills rendered in the tenant's name as a result of the landlord's violation of this Act and which the landlord has not paid to the utility company. The tenant shall have the burden of establishing that the tenant was billed for utility service as a result of the landlord's violation of this Act. Upon proof by the tenant that the tenant was billed an amount for service not attributable to the unit or premises occupied by the tenant, the landlord shall be liable to the tenant for 100% of those utility bills. However, this sum shall be reduced by whatever percentage of use that the court finds that the landlord has established to have been attributable to the unit or premises the tenant occupied during the period that the violation continued. The tenant may recover these damages by an action at law or by a counterclaim in any action brought by the landlord against the tenant. The court may treble the damage award when the court finds that the landlord's violation of this Act was knowing or intentional. The tenant may also recover costs and fees, including attorneys fees, if the amount awarded by the court for utility service is in excess of \$3,000. The remedies contained in this Act do not limit or supersede any remedies the tenant may have under a lease, contract, or the laws, including the common law, of this State.

(b) This Section shall be prospective in application; the remedies shall not attach to any violation that occurred before July 1, 1992.

(c) Nothing in this Section affects the relationship between a utility company and its customers.

765 ILCS 735 Sec. 1.4. Prohibition on termination of utility service by landlord. No landlord shall cause or request utility service to tenants to be interrupted, discontinued, or terminated in an occupied building (i) by nonpayment of utility bills for which the landlord has assumed responsibility by agreement or by implication (such as where the utilities are master metered) or (ii) by tampering with equipment or lines. This Section does not prohibit temporary utility shutoffs in cases of emergencies such as gas leaks or fire or, upon 7 days written notice to each affected tenant, temporary shutoffs required for building repairs or rehabilitation.

765 ILCS 735 Sec. 2. Receivership; utility service termination.

(a) Tenants, upon receiving notice of utility service termination pursuant to Section 1, and utility companies may petition the circuit court, or any court having jurisdiction, for appointment of a receiver of rents due for use and occupancy of the building. No one building may be the subject of more than 2 such petitions in any consecutive 12 month period. The petition shall be served upon the landlord at his or her last known address and upon the utility company which has rendered notice of termination of utility service, except when the utility company is the petitioner. Upon a finding that the tenants' utility service is subject to termination or has been terminated as a result of an amount due and owing by the landlord to the utility company, the court shall appoint a receiver who shall be authorized to collect rents due from the tenants for use and occupancy of the building. The court shall also design a payment plan through which the receiver shall be required to remit to the utility company such portion of the funds as are necessary for payment of current utility bills incurred during the term of the receivership, including any security deposit requested by the utility in accordance with the rules and regulations of the Illinois Commerce Commission. The receiver shall remit the remainder of the collected rents as the court shall direct, taking into consideration the ordinary and necessary expenses of the property including, but not limited to, repair, maintenance, other utility bills, property taxes, arrearages which were the subject of the petition, and any capital expenditures deemed necessary by the court. The landlord or his or her agent shall be liable for arrearages due to the utility company which the court in its payment plan determines cannot feasibly be remitted by the receiver from the collected rents within 12 months.

(b) Within 10 days of the appointment of the receiver, during which time the utility company shall not discontinue service to the building for reason of nonpayment, such receiver shall make a determination as to whether or not the rents due for the use and occupancy of the building can reasonably be expected to be sufficient to pay current bills and to pay any security deposit which may be requested by the utility. Upon a determination by the court that the rents due for the use and occupancy of the building cannot reasonably be expected to be sufficient to pay current bills and to pay any security deposit which may be requested by the utility, such receivership shall be terminated.

(c) In the event that a petition for receivership is filed after utility service has been terminated, service shall be restored as soon as the utility company receives notice that a receiver has been appointed. The receiver shall make all reasonable efforts to provide to the utility access to the building at all times.

(d) Any receivership established pursuant to this Section shall be terminated by the court upon its finding that the arrearage which was the subject of the petition has been satisfied or upon its finding that the income from the building has become insufficient to pay current utility bills and retire the arrearages as ordered by the court and shows no reasonable likelihood of becoming sufficient.

765 ILCS 735 Sec. 2.1. Tenant damages.

(a) A landlord's violation of Section 1.4 entitles the residential tenant to damages from the landlord in the amount of a 100% abatement of the rental obligation for each month, and prorated for each part of a month, that the utility service was terminated and to consequential damages. The tenant has a duty to mitigate damages.

(b) When utility service is terminated as a result of the landlord's violation of Section 1.4 under circumstances demonstrating the landlord's deliberate or reckless indifference or wilful disregard for the rights of the tenants, or bad faith, the court may additionally award each affected residential tenant in the building statutory damages up to \$300 each or the sum of \$5,000 divided by the number of affected tenants, whichever is less.

765 ILCS 735 Sec. 2.2. Recovery of damages; costs and fees. In the case of a petition filed on or after July 1, 1992, where termination of utility service is averted as a result of action taken by the utility company or tenant or tenants under Section 2, the petitioner is entitled to recover its costs (including court costs), fees (including attorney's fees), and expenses incurred in connection with bringing the receivership proceeding. The costs, fees, and expenses, and damages recoverable under Section 2.1, may be awarded by the court in the receivership proceeding. The sum awarded by the court to the utility company shall be paid by the receiver to the utility company out of the rents paid to the receiver.

765 ILCS 735 Sec. 3. Notice of utility service termination. The utility company shall notify all tenants of buildings with 3 or more residential apartments of the proposed termination of utility service. This notice shall contain the following information: (1) the specific date, no sooner than 10 days after the notice is rendered, that utility service is subject to termination; (2) a statement of the tenants' statutory right either (A) to pay the utility company the amount due and owing by the landlord and to deduct the amount paid to the utility company from the rent due on the rental agreement or (B) to petition the court for appointment of a receiver to collect the rents due for use and occupancy of the building and remit a portion to the utility company for payment of utility bills; (3) the dollar amount of the utility bills due and owing on the date such notice is given and the average monthly utility bill; and (4) the name and telephone number of any legal services agency within the utility company's service area where the tenants may obtain free legal assistance. Any notice provided to tenants of a building under this Act shall be of a conspicuous size, on red paper, and in at least 14 point bold face type, except that the words "notice of (utility service) termination" shall be in 36 point bold face type if the notice is posted, and shall state:

It is unlawful for the landlord or his or her agent to alter, deface, tamper with, or remove this notice. A landlord or his or her agent who violates this provision is guilty of a Class C misdemeanor.

765 ILCS 735 Sec. 4. The lessor, landlord or his agent shall not increase rent paid by the lessees or tenants of the building in order to collect all or part of the amount lawfully deducted for utility service pursuant to this Act.

765 ILCS 735 Sec. 5. Nothing in this Act shall be construed to prevent a utility company from pursuing any other action or remedy that it may have against the lessor, landlord or his agent for any amounts due and owing to the utility company and nothing in this Act shall be construed to prevent a utility company from acting in the interest of public safety.

Tenant Utility Payment Disclosure Act

765 ILCS 740 Sec. 5. Disclosure of utility payments included in rent.

(a) No landlord may demand payment for master metered public utility services pursuant to a lease provision providing for tenant payment of a proportionate share of public utility service without the landlord first providing the tenant with a copy in writing either as part of the lease or another written agreement of the formula used by the landlord for allocating the public utility payments among the tenants. The total of payments under the formula for the building as a whole for a billing period may not exceed the sum demanded by the public utility. The formula shall include all those that use that public utility service and may reflect variations in apartment size or usage. The landlord shall also make available to the tenant upon request a copy of the public utility bill for any billing period for which payment is demanded. Nothing herein shall preclude a landlord from leasing property to a tenant, including the cost of utilities, for a rental which does not segregate or allocate the cost of the utilities.

(b) No condominium or common interest community association may demand payment for master metered public utility services from a unit owner of a proportionate share for public utility service without the condominium or common interest community association first providing the unit owner with a copy in writing of the formula used by the association for allocating the public utility payments among the unit owners. The total of payments under the formula for the association as a whole for the annual budgeted billing period may not exceed the sum demanded by the public utility, provided however, that the board of directors of the association may direct that any payments received by the association in excess of actual utility bills be applied to other budgeted items having a deficit, or be applied to the association's reserve fund, or be credited to the account of the unit owners for the following year's budget. The formula shall include all those that use that public utility service and may reflect, but is not limited to, percent interest, unit size, or usage. The condominium or common interest community association shall also make available to the unit owner upon request a copy of the public utility bill for any billing

period for which payment is demanded. A condominium association shall have the right to establish and maintain a system of master metering of public utility services pursuant to Section 18.4 of the Condominium Property Act. A common interest community association shall have the right to establish and maintain a system of master metering of public utility services pursuant to Section 18.5 of the Condominium Property Act.

ARTICLE IX

FORCIBLE ENTRY AND DETAINER

Part 1. In General

735 ILCS 5 Sec. 9-101. Forcible entry prohibited. No person shall make an entry into lands or tenements except in cases where entry is allowed by law, and in such cases he or she shall not enter with force, but in a peaceable manner.

735 ILCS 5 Sec. 9-102. When action may be maintained.

(a) The person entitled to the possession of lands or tenements may be restored thereto under any of the following circumstances:

- (1) When a forcible entry is made thereon.
- (2) When a peaceable entry is made and the possession unlawfully withheld.
- (3) When entry is made into vacant or unoccupied lands or tenements without right or title.
- (4) When any lessee of the lands or tenements, or any person holding under such lessee, holds possession without right after the termination of the lease or tenancy by its own limitation, condition or terms, or by notice to quit or otherwise.
- (5) When a vendee having obtained possession under a written or verbal agreement to purchase lands or tenements, and having failed to comply with the agreement, withholds possession thereof, after demand in writing by the person entitled to such possession; provided, however, that any such agreement for residential real estate as defined in the Illinois Mortgage Foreclosure Law entered into on or after July 1, 1987 where the purchase price is to be paid in installments over a period in excess of 5 years and the amount unpaid under the terms of the contract at the time of the filing of a foreclosure complaint under Article XV, including principal and due and unpaid interest, is less than 80% of the original purchase price shall be foreclosed under the Illinois Mortgage Foreclosure Law. This amendatory Act of 1993 is declarative of existing law.
- (6) When lands or tenements have been conveyed by any grantor in possession, or sold under the order or judgment of any court in this State, or by virtue of any sale in any mortgage or deed of trust contained and the grantor in possession or party to such order or judgment or to such mortgage or deed of trust, after the expiration of the time of redemption, when redemption is allowed by law, refuses or neglects to surrender possession thereof, after demand in writing by the person entitled thereto, or his or her agent.
- (7) When any property is subject to the provisions of the Condominium Property Act, the owner of a unit fails or refuses to pay when due his or her proportionate share of the common expenses of such property, or of any other expenses lawfully agreed upon or any unpaid fine, the Board of Managers or its agents have served the demand set forth in Section 9-104.1 of this Article in the manner provided for in that Section and the unit owner has failed to pay the amount claimed within the time prescribed in the demand; or if the lessor-owner of a unit fails to comply with the leasing requirements prescribed by subsection (n) of Section 18 of the Condominium Property Act or by the declaration, by-laws, and rules and regulations of the condominium, or if a lessee of an owner is in breach of any covenants, rules, regulations, or by-laws of the condominium, and the Board of Managers or its agents have served the demand set forth in Section 9-104.2 of this Article in the manner provided in that Section.
- (8) When any property is subject to the provisions of a declaration establishing a common interest community and requiring the unit owner to pay regular or special assessments for the maintenance or repair of common areas owned in common by all of the owners of the common interest community or by the community association and maintained for the use of the unit owners or of any other expenses of the association lawfully agreed upon, and the unit owner fails or refuses to pay when due his or her proportionate share of such assessments or expenses and the board or its agents have served the demand set forth in Section 9-104.1 of this Article in the manner provided for in that Section and the unit owner has failed to pay the amount claimed within the time prescribed in the demand.

(b) The provisions of paragraph (8) of subsection (a) of Section 9-102 and Section 9-104.3 of this Act shall not apply to any common interest community unless (1) the association is a not-for-profit corporation, (2) unit owners are authorized to attend meetings of the board of directors or board of managers of the association in the same manner as provided for condominiums under the Condominium Property Act, and (3) the board of managers or board of directors of the common interest community association has, subsequent to the effective date of this amendatory Act of 1984 voted to have the provisions of this Article apply to such association and has delivered or mailed notice of such action to the unit owners or unless the declaration of the association is recorded after the effective date of this amendatory Act of 1985.

(c) For purposes of this Article:

(1) "Common interest community" means real estate other than a condominium or cooperative with respect to which any person by virtue of his or her ownership of a partial interest or unit therein is obligated to pay for maintenance, improvement, insurance premiums, or real estate taxes of other real estate described in a declaration which is administered by an association.

(2) "Declaration" means any duly recorded instruments, however designated, that have created a common interest community and any duly recorded amendments to those instruments.

(3) "Unit" means a physical portion of the common interest community designated by separate ownership or occupancy by boundaries which are described in a declaration.

(4) "Unit owners' association" or "association" means the association of all owners of units in the common interest community acting pursuant to the declaration.

(d) If the board of a common interest community elects to have the provisions of this Article apply to such association or the declaration of the association is recorded after the effective date of this amendatory Act of 1985, the provisions of subsections (c) through (h) of Section 18.5 of the Condominium Property Act applicable to a Master Association and condominium unit subject to such association under subsections (c) through (h) of Section 18.5 shall be applicable to the community associations and to its unit owners.

735 ILCS 5 Sec. 9-103. Mobile home site. The rental of land upon which a mobile home is placed or the rental of a mobile home and the land on which it is placed, for more than 30 days, shall be construed as a lease of real property. However, nothing in this Section shall be construed to affect the classification of mobile homes as real or personal property for purposes of taxation.

735 ILCS 5 Sec. 9-104. Demand - Notice - Return. The demand required by Section 9-102 of this Act may be made by delivering a copy thereof to the tenant, or by leaving such a copy with some person of the age of 13 years or upwards, residing on, or being in charge of, the premises; or in case no one is in the actual possession of the premises, then by posting the same on the premises. When such demand is made by an officer authorized to serve process, his or her return is prima facie evidence of the facts therein stated, and if such demand is made by any person not an officer, the return may be sworn to by the person serving the same, and is then prima facie evidence of the facts therein stated. The demand for possession may be in the following form:

To

I hereby demand immediate possession of the following described premises: (describing the same.)

The demand shall be signed by the person claiming such possession, his or her agent, or attorney.

735 ILCS 5 Sec. 9-104.1. Demand; Notice; Return; Condominium and Contract Purchasers.

(a) In case there is a contract for the purchase of such lands or tenements or in case of condominium property, the demand shall give the purchaser under such contract, or to the condominium unit owner, as the case may be, at least 30 days to satisfy the terms of the demand before an action is filed. In case of a condominium unit, the demand shall set forth the amount claimed which must be paid within the time prescribed in the demand and the time period or periods when the amounts were originally due, unless the demand is for compliance with Section 18(n) of the Condominium Property Act, in which case the demand shall set forth the nature of the lease and memorandum of lease or the leasing requirement not satisfied. The amount claimed shall include regular or special assessments, late charges or interest for delinquent assessments, and attorneys' fees claimed for services incurred prior to the demand. Attorneys' fees claimed by condominium associations in the demand shall be subject to review by the courts in any forcible entry and detainer proceeding under subsection (b) of Section 9-111 of this Act. The demand shall be signed by the person claiming such possession, his or her agent, or attorney.

(b) In the case of a condominium unit, the demand is not invalidated by partial payment of amounts due if the payments do not, at the end of the notice period, total the amounts demanded in the notice for common expenses, unpaid fines, interest, late charges, reasonable attorney fees incurred prior to the initiation of any court action and costs of collection. The person claiming possession, or his or her agent or attorney, may, however, agree in writing to withdraw the demand in exchange for receiving partial payment. To prevent invalidation, the notice must prominently state:

"Only FULL PAYMENT of all amounts demanded in this notice will invalidate the demand, unless the person claiming possession, or his or her agent or attorney, agrees in writing to withdraw the demand in exchange for receiving partial payment."

(c) The demand set forth in subsection (a) of this Section shall be served either personally upon such purchaser or condominium unit owner or by sending the demand thereof by registered or certified mail with return receipt requested to the last known address of such purchaser or condominium unit owner or in case no one is in the actual possession of the premises, then by posting the same on the premises. When such demand is made by an officer authorized to serve process, his or her return is prima facie evidence of the facts therein stated and if such demand is made by any person not an officer, the return may be sworn to by the person serving the same, and is then prima facie evidence of the facts therein stated. To be effective service under this Section, a demand sent by certified or registered mail to the last known address need not be received by the purchaser or condominium unit owner. No other demand shall be required as a prerequisite to filing an action under paragraph (7) of subsection (a) of Section 9-102 of this Act. Service of the demand by registered or certified mail shall be deemed effective upon deposit in the United States mail with proper postage prepaid and addressed as provided in this subsection.

735 ILCS 5 Sec. 9-104.2. Demand - Notice - Termination of Lease and Possession of a Condominium.

(a) Unless the Board of Managers is seeking to terminate the right of possession of a tenant or other occupant of a unit under an existing lease or other arrangement with the owner of a unit, no demand nor summons need be served upon the tenant or other occupant in connection with an action brought under paragraph (7) of subsection (a) of Section 9-102 of this Article.

(a-5) The Board of Managers may seek to terminate the right of possession of a tenant or other occupant of a unit under an existing lease or other arrangement between the tenant or other occupant and the defaulting owner of a unit, either within the same action against the unit owner under paragraph (7) of subsection (a) of Section 9-102 of this Article or independently thereafter under other paragraphs of that subsection. If a tenant or other occupant of a unit is joined within the same action against the defaulting unit owner under paragraph (7), only the unit owner and not the tenant or other occupant need to be served with 30 days prior written notice as provided in this Article. The tenant or other occupant may be joined as additional defendants at the time the suit is filed or at any time thereafter prior to execution of judgment for possession by filing, with or without prior leave of the court, an amended complaint and summons for trial. If the complaint alleges that the unit is occupied or may be occupied by persons other than or in addition to the unit owner of record, that the identities of the persons are concealed and unknown, they may be named and joined as defendant "Unknown Occupants". Summons may be served on the defendant "Unknown Occupants" by the sheriff or court appointed process server by leaving a copy at the unit with any person residing at the unit of the age of 13 years or greater, and if the summons is returned without service stating that service cannot be obtained, constructive service may be obtained pursuant to Section 9-107 of this Code with notice mailed to "Unknown Occupants" at the address of the unit. If prior to execution of judgment for possession the identity of a defendant or defendants served in this manner is discovered, his or her name or names and the record may be corrected upon hearing pursuant to notice of motion served upon the identified defendant or defendants at the unit in the manner provided by court rule for service of notice of motion. If however an action under paragraph (7) was brought against the defaulting unit owner only, and after obtaining judgment for possession and expiration of the stay on enforcement the Board of Managers elects not to accept a tenant or occupant in possession as its own and to commence a separate action, written notice of the judgment against the unit owner and demand to quit the premises shall be served on the tenant or other occupant in the manner provided under Section 9-211 at least 10 days prior to bringing suit to recover possession from the tenant or other occupant.

(b) If a judgment for possession is granted to the Board of Managers under Section 9-111, any interest of the unit owner to receive rents under any lease arrangement shall be deemed assigned to the Board of Managers until such time as the judgment is vacated.

(c) If a judgment for possession is entered, the Board of Managers may obtain from the clerk of the court an informational certificate notifying any tenants not parties to the proceeding of the assignment of the unit owner's interest in the lease arrangement to the Board of Managers as a result of the entry of the judgment for possession and stating that any rent hereinafter due the unit owner or his agent under the lease arrangement should be paid to the Board of Managers until further order of court. If the tenant pays his rent to the association pursuant to the entry of such a judgement for possession, the unit owner may not sue said tenant for any such amounts the tenant pays the association. Upon service of the certificate on the tenant in the manner provided by Section 9-211 of this Code, the tenant shall be obligated to pay the rent under the lease arrangement to the Board of Managers as it becomes due. If the tenant thereafter fails and refuses to pay the rent, the Board of Managers may bring an action for possession after making a demand for rent in accordance with Section 9-209 of this Code.

(c-5) In an action against the unit owner and lessee to evict a lessee for failure of the lessor/owner of the condominium unit to comply with the leasing requirements prescribed by subsection (n) of Section 18 of the Condominium Property Act or by the declaration, bylaws, and rules and regulations of the condominium, or against a lessee for any other breach by the lessee of any covenants, rules, regulations, or bylaws of the condominium, the demand shall give the lessee at least 10 days to quit and vacate the unit. The notice shall be substantially in the following form:

"TO A.B. You are hereby notified that in consequence of (here insert lessor-owner name) failure to comply with the leasing requirements rescribed by Section 18(n) of the Condominium Property Act or by the declaration, bylaws, and rules and regulations of the condominium, or your default of any covenants, rules, regulations or bylaws of the condominium, in (here insert the character of the default) of the premises now occupied by you, being (here described the premises) the Board of Managers of (here describe the condominium) Association elects to terminate your lease, and you are hereby notified to quit and vacate same within 10 days of this date."

The demand shall be signed by the Board of Managers, its agent, or attorney and shall be served either personally upon the lessee with a copy to the unit owner or by sending the demand thereof by registered or certified mail with return receipt requested to the unit occupied by the lessee and to the last known address of the unit owner, and no other demand of termination of such tenancy shall be required. To be effective service under this Section, a demand sent by certified mail, return receipt requested, to the unit occupied by the lessee and to the last known address of the unit owner need not be received by the lessee or condominium unit owner.

(d) Nothing in this Section 9-104.2 is intended to confer upon a Board of Managers any greater authority with respect to possession of a unit after a judgment than was previously established by this Act.

735 ILCS 5 Sec. 9-104.3. Applicability of Article. All common interest community associations electing pursuant to paragraph (8) of subsection (a) of Section 9-102 to have this Article made applicable to such association shall follow the same procedures and have the same rights and responsibilities as condominium associations under this Article.

735 ILCS 5 Sec. 9-105. Growing crops. In case of forfeiture under contract of purchase, the purchaser shall be entitled to cultivate and gather the crops, if any, planted by him or her and grown or growing on the premises at the time of the filing of the action, and shall have the right to enter for the purpose of removing such crops, first paying or tendering to the party entitled to the possession a reasonable compensation for such use of the land before removing such crops.

735 ILCS 5 Sec. 9-106. Pleadings and evidence. On complaint by the party or parties entitled to the possession of such premises being filed in the circuit court for the county where such premises are situated, stating that such party is entitled to the possession of such premises (describing the same with reasonable certainty), and that the defendant (naming the defendant) unlawfully withholds the possession thereof from him, her or them, the clerk of the court shall issue a summons. The defendant may under a general denial of the allegations of the complaint offer in evidence any matter in defense of the action. Except as otherwise provided in Section 9-120, no matters not germane to the distinctive purpose of the proceeding shall be introduced by joinder, counterclaim or otherwise. However, a claim for rent may be joined in the complaint, and judgment may be entered for the amount of rent found due.

735 ILCS 5 Sec. 9-106.1. Action for condominium assessments not barred or waived by acceptance of assessments for time periods not covered by demand. An action brought under paragraph (7) of subsection (a) of Section 9-102 of this Act is neither barred nor waived by the action of a Board of Managers in accepting payments from a unit owner for his or her proportionate share of the common expenses or of any other expenses lawfully agreed upon for any time period other than that covered by the demand.

735 ILCS 5 Sec. 9-107. Constructive service. If the plaintiff, his or her agent, or attorney files a forcible detainer action, with or without joinder of a claim for rent in the complaint, and is unable to obtain personal service on the defendant and a summons duly issued in such action is returned without service stating that service cannot be obtained, then the plaintiff, his or her agent or attorney may file an affidavit stating that the defendant is not a resident of this State, or has departed from this State, or on due inquiry cannot be found, or is concealed within this State so that process cannot be served upon him or her, and also stating the place of residence of the defendant, if known, or if not known, that upon diligent inquiry the affiant has not been able to ascertain the defendant's place of residence, then in all such forcible detainer cases whether or not a claim for rent is joined with the complaint for possession, the defendant may be notified by posting and mailing of notices; or by publication and mailing, as provided for in Section 2-206 of this Act. However, in cases where the defendant is notified by posting and mailing of notices or by publication and mailing, and the defendant does not appear generally, the court may rule only on the portion of the complaint which seeks judgment for possession, and the court shall not enter judgment as to any rent claim joined in the complaint or enter personal judgment for any amount owed by a unit owner for his or her proportionate share of the common expenses, however, an in rem judgment may be entered against the unit for the amount of common expenses due, any other expenses lawfully agreed upon or the amount of any unpaid fine, together with reasonable attorney fees, if any, and costs. The claim for rent may remain pending until such time as the defendant appears generally or is served with summons, but the order for possession shall be final, enforceable and appealable if the court makes an express written finding that there is no just reason for delaying enforcement or appeal, as provided by Supreme Court rule of this State. Such notice shall be in the name of the clerk of the court, be directed to the defendant, shall state the nature of the cause against the defendant and at whose instance issued and the time and place for trial, and shall also state that unless the defendant appears at the time and place fixed for trial, judgment will be entered by default, and shall specify the character of the judgment that will be entered in such cause. The sheriff shall post 3 copies of the notice in 3 public places in the neighborhood of the court where the cause is to be tried, at least 10 days prior to the day set for the appearance, and, if the place of residence of the defendant is stated in any affidavit on file, shall at the same time mail one copy of the notice addressed to such defendant at such place of residence shown in such affidavit. On or before the day set for the appearance, the sheriff shall file the notice with an endorsement thereon stating the time when and places where the sheriff posted and to whom and at what address he or she mailed copies as required by this Section. For want of sufficient notice any cause may be continued from time to time until the court has jurisdiction of the defendant.

735 ILCS 5 Sec. 9-108. Jury trial. In any case relating to premises used for residence purposes, either party may demand trial by jury, notwithstanding any waiver of jury trial contained in any lease or contract.

735 ILCS 5 Sec. 9-109. Trial ex parte. If the defendant does not appear, having been duly summoned as herein provided the trial may proceed ex parte, and may be tried by the court, without a jury.

735 ILCS 5 Sec. 9-109.5. Standard of Proof. After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff.

735 ILCS 5 Sec. 9-109.7. Stay of enforcement; drug related action. A judgment for possession of the premises entered in an action brought by a lessor or lessor's assignee, if the action was brought as a result of a lessor or lessor's assignee declaring a lease void pursuant to Section 11 of the Controlled Substance and Cannabis Nuisance Act, may not be stayed for any period in excess of 7 days by the court. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall execute an order entered

pursuant to this Section within 7 days of its entry, or within 7 days of the expiration of a stay of judgment, if one is entered.

735 ILCS 5 Sec. 9-110. Judgment for whole premises - Stay of enforcement. If it appears on the trial that the plaintiff is entitled to the possession of the whole of the premises claimed, judgment for the possession thereof and for costs shall be entered in favor of the plaintiff. However, if the action is brought under Article IX of this Code and is based upon a breach of a contract entered into on or after July 1, 1962 for the purchase of such premises, the court, by order, may stay the enforcement of the judgment for a period not to exceed 60 days from the date of the judgment, or if the court finds that the amount unpaid on the contract is less than 75% of the original purchase price, then the court shall stay the enforcement of the judgment for a period of 180 days from the date of the judgment. The court may order a stay of less than 180 days (but in no event less than 60 days) if it is shown that the plaintiff, prior to the filing of the action under Article IX of this Act, granted the defendant previous extensions of time to pay the amounts due under the contract, or for other good cause shown. If during such period of stay the defendant pays the entire amount then due and payable under the terms of the contract other than such portion of the principal balance due under the contract as would not be due had no default occurred and costs and, if the contract provides therefore, reasonable attorney's fees as fixed by the court, and cures all other defaults then existing, the contract shall remain in force the same as if no default had occurred. The relief granted to a defendant by this Section shall not be exhausted by a single use thereof but shall not be again available with respect to the same contract for a period of 5 years from the date of such judgment. Whenever defendant cures the default under the contract pursuant to this Section, the defendant may within the period of stay file a motion to vacate the judgment in the court in which the judgment was entered, and, if the court, upon the hearing of such motion, is satisfied that such default has been cured, such judgment shall be vacated. Unless defendant files such motion to vacate in the court or the judgment is otherwise stayed, enforcement of the judgment may proceed immediately upon the expiration of such period of stay and all rights of the defendant in and to the premises and in and to the real estate described in the contract are terminated.

Nothing herein contained shall be construed as affecting the right of a seller of such premises to any lawful remedy or relief other than that provided by Part 1 of Article IX of this Act.

735 ILCS 5 Sec. 9-111. Condominium property.

(a) As to property subject to the provisions of the "Condominium Property Act", approved June 20, 1963, as amended, when the action is based upon the failure of an owner of a unit therein to pay when due his or her proportionate share of the common expenses of the property, or of any other expenses lawfully agreed upon or the amount of any unpaid fine, and if the court finds that the expenses or fines are due to the plaintiff, the plaintiff shall be entitled to the possession of the whole of the premises claimed, and judgment in favor of the plaintiff shall be entered for the possession thereof and for the amount found due by the court including interest and late charges, if any, together with reasonable attorney's fees, if any, and for the plaintiff's costs. The awarding of reasonable attorney's fees shall be pursuant to the standards set forth in subsection (b) of this Section 9-111. The court shall, by order, stay the enforcement of the judgment for possession for a period of not less than 60 days from the date of the judgment and may stay the enforcement of the judgment for a period not to exceed 180 days from such date. Any judgment for money or any rent assignment under subsection (b) of Section 9-104.2 is not subject to this stay. If at any time, either during or after the period of stay, the defendant pays such expenses found due by the court, and costs, and reasonable attorney's fees as fixed by the court, and the defendant is not in arrears on his or her share of the common expenses for the period subsequent to that covered by the judgment, the defendant may file a motion to vacate the judgment in the court in which the judgment was entered, and, if the court, upon the hearing of such motion, is satisfied that the default in payment of the proportionate share of expenses has been cured, and if the court finds that the premises are not presently let by the board of managers as provided in Section 9-111.1 of this Act, the judgment shall be vacated. If the premises are being let by the board of managers as provided in Section 9-111.1 of this Act, when any judgment is sought to be vacated, the court shall vacate the judgment effective concurrent with the expiration of the lease term. Unless defendant files such motion to vacate in the court or the judgment is otherwise stayed, enforcement of the judgment may proceed immediately upon the expiration of the period of stay and all rights of the defendant to possession of his or her unit shall cease and determine until the date that the judgment may thereafter be vacated in accordance with the

foregoing provisions, and notwithstanding payment of the amount of any money judgment if the unit owner or occupant is in arrears for the period after the date of entry of the judgment as provided in this Section. Nothing herein contained shall be construed as affecting the right of the board of managers, or its agents, to any lawful remedy or relief other than that provided by Part 1 of Article IX of this Act.

(b) For purposes of determining reasonable attorney's fees under subsection (a), the court shall consider:

- (i) the time expended by the attorney;
- (ii) the reasonableness of the hourly rate for the work performed;
- (iii) the reasonableness of the amount of time expended for the work performed; and
- (iv) the amount in controversy and the nature of the action.

735 ILCS 5 Sec. 9-111.1. Lease to bona fide tenant. Upon the entry of a judgment in favor of a board of managers for possession of property under the Condominium Property Act, as provided in Section 9-111 of this Act, and upon delivery of possession of the premises by the sheriff or other authorized official to the board of managers pursuant to execution upon the judgment, the board of managers shall have the right and authority, incidental to the right of possession of a unit under the judgment, but not the obligation, to lease the unit to a bona fide tenant (whether the tenant is in occupancy or not) pursuant to a written lease for a term not to exceed 13 months from the date of expiration of the stay of judgment unless extended by order of court upon notice to the dispossessed unit owner. The board of managers shall first apply all rental income to assessments and other charges sued upon in the action for possession plus statutory interest on a monetary judgment, if any, attorneys' fees, and court costs incurred; and then to other expenses lawfully agreed upon (including late charges), any fines and reasonable expenses necessary to make the unit rentable, and lastly to assessments accrued thereafter until assessments are current. Any surplus shall be remitted to the unit owner. The court shall retain jurisdiction to determine the reasonableness of the expense of making the unit rentable.

735 ILCS 5 Sec. 9-112. Judgment for part of premises. If it shall appear that the plaintiff is entitled to the possession of only a part of the premises claimed, the judgment shall be entered for that part only and for costs, and for the residue defendant shall be dismissed.

735 ILCS 5 Sec. 9-113. Joinder of several tenants. Whenever there is one lease for the whole of certain premises, and the actual possession thereof, at the time of the filing of the action, is divided in severalty among persons with, or other than the lessee, in one or more portions or parcels, separately or severally held or occupied, all or so many of such persons, with the lessee, as the plaintiff may elect, may be joined as defendants in one action, and the recovery against them, with costs, shall be several, according as their actual holdings are judicially determined.

735 ILCS 5 Sec. 9-114. Judgment against plaintiff. If the plaintiff voluntarily dismisses the action, or fails to prove the plaintiff's right to the possession, judgment for costs shall be entered in favor of the defendant.

735 ILCS 5 Sec. 9-115. Dismissal as to part. The plaintiff may at any time dismiss his or her action as to any one or more of the defendants, and the jury or court may find any one or more of the defendants liable, and the others not liable, and the court shall thereupon enter judgment according to such finding.

735 ILCS 5 Sec. 9-116. Pending appeal. If the plaintiff appeals, then, during and notwithstanding the pendency of such appeal, the plaintiff is entitled to enforce, or accept from the defendant or from any person claiming under him or her, performance of all obligations imposed upon such defendant by the terms of any lease, contract, covenant or agreement under which the defendant claims the right to possession, or by law, as if such appeal has not been taken, without thereby affecting the appeal or the judgment appealed from, and without thereby creating or reinstating any tenancy or other relationship of the parties. However, if the result of the prosecution of such appeal and entry of final judgment is that the defendant was obligated to the plaintiff during the pendency thereof in a different form, manner or amount than that in which any payment or payments made under the provision of this Section was or were enforced or accepted, or in a different form, manner or amount than that adjudged in any judgment entered by any court in any other proceedings instituted by virtue of the provisions of this Section during the pendency of the appeal, such payment or payments shall be deemed to have been made to

apply in the form, manner and amount resulting or arising from the prosecution of such appeal, on account of the defendant's obligation.

735 ILCS 5 Sec. 9-117. Expiration of Judgment. No judgment for possession obtained in an action brought under this Article may be enforced more than 90 days after judgment is entered, unless upon motion by the plaintiff the court grants an extension of the period of enforcement of the judgment. Plaintiff's notice of motion shall contain the following notice directed to the defendant:

"Your landlord, (insert name), obtained an eviction judgment against you on (insert date), but the sheriff did not evict you within the 90 days that the landlord has to evict after a judgment in court. On the date stated in this notice, your landlord will be asking the court to allow the sheriff to evict you based on that judgment. You must attend the court hearing if you want the court to stop the landlord from having you evicted. To prevent the eviction, you must be able to prove that (1) the landlord and you made an agreement after the judgment (for instance, to pay up back rent or to comply with the lease) and you have lived up to the agreement; or (2) the reason the landlord brought the original eviction case has been resolved or forgiven, and the eviction the landlord now wants the court to grant is based on a new or different reason; or (3) that you have another legal or equitable reason why the court should not grant the landlord's request for your eviction."

The court shall grant the motion for the extension of the judgment of possession unless the defendant establishes that the tenancy has been reinstated, that the breach upon which the judgment was issued has been cured or waived, that the plaintiff and defendant entered into a post-judgment agreement whose terms the defendant has performed, or that other legal or equitable grounds exist that bar enforcement of the judgment. This Section does not apply to any action based upon a breach of a contract entered into on or after July 1, 1962, for the purchase of premises in which the court has entered a stay under Section 9-110; nor shall this Section apply to any action to which the provisions of Section 9-111 apply; nor shall this Section affect the rights of Boards of Managers under Section 9-104.2.

735 ILCS 5 Sec. 9-118. Emergency housing eviction proceedings.

(a) As used in this Section:

"Cannabis" has the meaning ascribed to that term in the Cannabis Control Act.

"Narcotics" and "controlled substance" have the meanings ascribed to those terms in the Illinois Controlled Substances Act.

(b) This Section applies only if all of the following conditions are met:

(1) The complaint seeks possession of premises that are owned or managed by a housing authority established under the Housing Authorities Act or privately owned and managed.

(2) The verified complaint alleges that there is direct evidence of any of the following:

(A) unlawful possessing, serving, storing, manufacturing, cultivating, delivering, using, selling, giving away, or trafficking in cannabis, narcotics, or controlled substances within or upon the premises by or with the knowledge and consent of, or in concert with the person or persons named in the complaint; or

(B) the possession, use, sale, or delivery of a firearm which is otherwise prohibited by State law within or upon the premises by or with the knowledge and consent of, or in concert with, the person or persons named in the complaint; or

(C) murder, attempted murder, kidnapping, attempted kidnapping, arson, attempted arson, aggravated battery, criminal sexual assault, attempted criminal sexual assault, aggravated criminal sexual assault, predatory criminal sexual assault of a child, or criminal sexual abuse within or upon the premises by or with the knowledge and consent of, or in concert with, the person or persons named in the complaint.

(3) Notice by verified complaint setting forth the relevant facts, and a demand for possession of the type specified in Section 9-104 is served on the tenant or occupant of the premises at least 14 days before a hearing on the complaint is held, and proof of service of the complaint is submitted by the plaintiff to the court.

(b-5) In all actions brought under this Section 9-118, no predicate notice of termination or demand for possession shall be required to initiate an eviction action.

(c) When a complaint has been filed under this Section, a hearing on the complaint shall be scheduled on any day after the expiration of 14 days following the filing of the complaint. The summons shall advise the defendant that a hearing on the complaint shall be held at the specified date and time, and that the defendant should be prepared

to present any evidence on his or her behalf at that time. If a plaintiff which is a public housing authority accepts rent from the defendant after an action is initiated under this Section, the acceptance of rent shall not be a cause for dismissal of the complaint.

(d) If the defendant does not appear at the hearing, judgment for possession of the premises in favor of the plaintiff shall be entered by default. If the defendant appears, a trial shall be held immediately as is prescribed in other proceedings for possession. The matter shall not be continued beyond 7 days from the date set for the first hearing on the complaint except by agreement of both the plaintiff and the defendant. After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff and the court shall order that the plaintiff shall be entitled to re-enter the premises immediately.

(d-5) If cannabis, narcotics, or controlled substances are found or used anywhere in the premises, there is a rebuttable presumption either (1) that the cannabis, narcotics, or controlled substances were used or possessed by a tenant or occupant or (2) that a tenant or occupant permitted the premises to be used for that use or possession, and knew or should have reasonably known that the substance was used or possessed.

(e) A judgment for possession entered under this Section may not be stayed for any period in excess of 7 days by the court. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall give priority to service and execution of orders entered under this Section over other possession orders.

(f) This Section shall not be construed to prohibit the use or possession of cannabis, narcotics, or a controlled substance that has been legally obtained in accordance with a valid prescription for the personal use of a lawful occupant of a dwelling unit.

735 ILCS 5 Sec. 9-119. Emergency subsidized housing eviction proceedings.

(a) As used in this Section:

"FmHA" means the Farmers Home Administration or a local housing authority administering an FmHA program.

"HUD" means the United States Department of Housing and Urban Development, or the Federal Housing Administration or a local housing authority administering a HUD program.

"Section 8 contract" means a contract with HUD or FmHA which provides rent subsidies entered into pursuant to Section 8 of the United States Housing Act of 1937 or the Section 8 Existing Housing Program (24 C.F.R. Part 882).

"Subsidized housing" means:

- (1) any housing or unit of housing subject to a Section 8 contract;
- (2) any housing or unit of housing owned, operated, or managed by a housing authority established under the Housing Authorities Act; or
- (3) any housing or unit of housing financed by a loan or mortgage held by the Illinois Housing Development Authority, a local housing authority, or the federal Department of Housing and Urban Development ("HUD") that is:
 - (i) insured or held by HUD under Section 221(d)(3) of the National Housing Act and assisted under Section 101 of the Housing and Urban Development Act of 1965 or Section 8 of the United States Housing Act of 1937;
 - (ii) insured or held by HUD and bears interest at a rate determined under the proviso of Section 221(d)(3) of the National Housing Act;
 - (iii) insured, assisted, or held by HUD under Section 202 or 236 of the National Housing Act;
 - (iv) insured or held by HUD under Section 514 or 515 of the Housing Act of 1949;
 - (v) insured or held by HUD under the United States Housing Act of 1937; or
 - (vi) held by HUD and formerly insured under a program listed in subdivision (i), (ii), (iii), (iv), or (v).

(b) This Section applies only if all of the following conditions are met:

- (1) The verified complaint seeks possession of premises that are subsidized housing as defined under this Section.
- (2) The verified complaint alleges that there is direct evidence of refusal by the tenant to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises, provided that all of the following conditions have been met:

(A) on 2 separate occasions within a 30 day period the tenant, or another person on the premises with the consent of the tenant, refuses to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises;

(B) the landlord then sends written notice to the tenant stating that (i) the tenant, or a person on the premises with the consent of the tenant, failed twice within a 30 day period to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises and (ii) the tenant must allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises within the next 30 days or face emergency eviction proceedings under this Section;

(C) the tenant subsequently fails to allow the landlord or agent of the landlord or other person authorized by State or federal law or regulations or local ordinance to inspect the premises within 30 days of receiving the notice from the landlord; and

(D) the tenant's written lease states that the occurrence of the events described in items (A), (B), and (C) may result in eviction.

(3) Notice, by verified complaint setting forth the relevant facts, and a demand for possession of the type specified in Section 9-104 is served on the tenant or occupant of the premises at least 14 days before a hearing on the complaint is held, and proof of service of the complaint is submitted by the plaintiff to the court.

(c) When a complaint has been filed under this Section, a hearing on the complaint shall be scheduled on any day after the expiration of 14 days following the filing of the complaint. The summons shall advise the defendant that a hearing on the complaint shall be held at the specified date and time, and that the defendant should be prepared to present any evidence on his or her behalf at that time.

(d) If the defendant does not appear at the hearing, judgment for possession of the premises in favor of the plaintiff shall be entered by default. If the defendant appears, a trial shall be held immediately as is prescribed in other proceedings for possession. The matter shall not be continued beyond 7 days from the date set for the first hearing on the complaint except by agreement of both the plaintiff and the defendant. After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff and the court shall order that the plaintiff shall be entitled to re-enter the premises immediately.

(e) A judgment for possession entered under this Section may not be stayed for any period in excess of 7 days by the court. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall give priority to service and execution of orders entered under this Section over other possession orders.

735 ILCS 5 Sec. 9-120. Leased premises used in furtherance of a criminal offense; lease void at option of lessor or assignee.

(a) If any lessee or occupant, on one or more occasions, uses or permits the use of leased premises for the commission of any act that would constitute a felony or a Class A misdemeanor under the laws of this State, the lease or rental agreement shall, at the option of the lessor or the lessor's assignee become void, and the owner or lessor shall be entitled to recover possession of the leased premises as against a tenant holding over after the expiration of his or her term.

(b) The owner or lessor may bring a forcible entry and detainer action, or, if the State's Attorney of the county in which the real property is located agrees, assign to that State's Attorney the right to bring a forcible entry and detainer action on behalf of the owner or lessor, against the lessee and all occupants of the leased premises. The assignment must be in writing on a form prepared by the State's Attorney of the county in which the real property is located. If the owner or lessor assigns the right to bring a forcible entry and detainer action, the assignment shall be limited to those rights and duties up to and including delivery of the order of eviction to the sheriff for execution. The owner or lessor shall remain liable for the cost of the eviction whether or not the right to bring the forcible entry and detainer action has been assigned.

(c) A person does not forfeit any part of his or her security deposit due solely to an eviction under the provisions of this Section, except that a security deposit may be used to pay fees charged by the sheriff for carrying out an eviction.

(d) If a lessor or the lessor's assignee voids a lease or contract under the provisions of this Section and the tenant or occupant has not vacated the premises within 5 days after receipt of a written notice to vacate the premises, the lessor or lessor's assignee may seek relief under this Article IX. Notwithstanding Sections 9-112, 9-113, and 9-114 of this Code, judgment for costs against a plaintiff seeking possession of the premises under this Section shall not be awarded to the defendant unless the action was brought by the plaintiff in bad faith. An action to possess premises under this Section shall not be deemed to be in bad faith when the plaintiff based his or her cause of action on information provided to him or her by a law enforcement agency or the State's Attorney.

(e) After a trial, if the court finds, by a preponderance of the evidence, that the allegations in the complaint have been proven, the court shall enter judgment for possession of the premises in favor of the plaintiff and the court shall order that the plaintiff shall be entitled to re-enter the premises immediately.

(f) A judgment for possession of the premises entered in an action brought by a lessor or lessor's assignee, if the action was brought as a result of a lessor or lessor's assignee declaring a lease void pursuant to this Section, may not be stayed for any period in excess of 7 days by the court unless all parties agree to a longer period. Thereafter the plaintiff shall be entitled to re-enter the premises immediately. The sheriff or other lawfully deputized officers shall execute an order entered pursuant to this Section within 7 days of its entry, or within 7 days of the expiration of a stay of judgment, if one is entered.

(g) Nothing in this Section shall limit the rights of an owner or lessor to bring a forcible entry and detainer action on the basis of other applicable law.

ARTICLE VI

EJECTMENT

735 ILCS 5 Sec. 6-101. Bringing action. An action of ejectment may be brought in the cases and manner heretofore accustomed, subject to the provisions contained in Article VI of this Act.

735 ILCS 5 Sec. 6-102. Interest in land. It may also be brought to recover lands, tenements or hereditaments, and by any person claiming an estate therein, in fee for life or for years, whether as heir, legatee or purchaser.

735 ILCS 5 Sec. 6-103. Lessee of United States or of this State. In all cases in which any person has heretofore entered upon and occupied or shall hereafter enter upon and occupy, any lands, tenements or hereditaments within this state, by virtue of any lease or permit from the United States or this state, such person, his, her or their legatees, executors, administrators, heirs or assigns, may have and maintain an action of ejectment against any person who has or may enter upon such lands, tenements or hereditaments without the consent of such lessee, his, her or their legatees, executors, administrators, heirs or assigns, and proof of the right of possession shall be sufficient to authorize a recovery.

735 ILCS 5 Sec. 6-104. Interest of plaintiff. No person shall recover in ejectment unless he or she has, at the time of commencing the action, a valid subsisting interest in the premises claimed, and a right to recover the same, or to recover the possession thereof, or of some share, interest or portion thereof, to be proved and established at the trial.

735 ILCS 5 Sec. 6-105. Joinder of plaintiffs. Any two or more persons claiming the same premises as joint tenants or tenants in common, may join in an action for the recovery thereof, or any one may sue alone for his or her share.

735 ILCS 5 Sec. 6-106. Joinder of defendants. If the premises for which the action is brought are actually occupied by any person, such actual occupant shall be named defendant in the action; and all other persons claiming title or interest to or in the same may also be joined as defendants.

735 ILCS 5 Sec. 6-107. Vacant land. If the premises are not occupied, the action shall be brought against some person exercising ownership on the premises claimed, or claiming title thereto, or some interest therein, at the commencement of the action.

735 ILCS 5 Sec. 6-108. Pleading as in other civil cases. The time of filing complaints in actions of ejectment shall be the same as in other civil cases; and the rules of pleading and practice in other civil cases shall apply to actions of ejectment, so far as they are applicable, and except as is otherwise provided by Article VI of this Act.

735 ILCS 5 Sec. 6-109. Allegations in complaint. It shall be sufficient for the plaintiff to allege in the complaint that (on some day therein to be specified, and which shall be after his or her title accrued), he or she was possessed of the premises involved (describing them as hereinafter provided), and, being so possessed thereof, that the defendant afterwards (on some day to be stated) entered into such premises, and that he or she unlawfully withholds from the plaintiff the possession thereof, to his or her damage any nominal sum the plaintiff deems proper to state.

735 ILCS 5 Sec. 6-110. Description of premises. The premises so claimed shall be described in such complaint with convenient certainty, so that, from such description, possession of the premises claimed may be delivered. If the plaintiff claims any undivided share of interest in any premises, he or she shall state the same particularly in the complaint; but the plaintiff, in any case, may recover such part, share or interest in the premises as he or she shall appear on the trial to be entitled to.

735 ILCS 5 Sec. 6-111. Interest claimed. The plaintiff shall state whether he or she claims in fee, or whether he or she claims for his or her own life, or the life of another, or for a term of years, specifying such life or the duration of such term.

735 ILCS 5 Sec. 6-112. Limited to matters which are germane. The complaint may contain several counts, and several parties may be named as plaintiffs, jointly in one count and separately in others. Except as provided in this Article, no matters not germane to the distinctive purpose of the action shall be introduced by joinder, counterclaim or otherwise.

735 ILCS 5 Sec. 6-113. Summons as in other civil cases. Summons shall be issued, tested, served and returned as summons in other civil cases.

735 ILCS 5 Sec. 6-114. Notice to landlord. Every tenant who is sued in ejectment by any person other than his or her landlord, shall forthwith give notice thereof to his or her landlord, or to his or her agent or attorney, under the penalty of forfeiting 2 years' rent of the premises involved, or the value thereof, to be recovered by such landlord by civil action.

735 ILCS 5 Sec. 6-115. Landlord as defendant. The landlord, whose tenant is sued in ejectment, may, upon his or her own motion or that of the plaintiff, be made defendant in such action, upon such terms as may be ordered by the court.

735 ILCS 5 Sec. 6-116. Pleading by defendant. The defendant may file any appropriate motion as in ordinary civil cases, and may answer as hereinafter provided by way of general denial, or specific denial or affirmative defense, and such motion or answer shall constitute an appearance in the case.

735 ILCS 5 Sec. 6-117. General denial. Under a general denial which alleges generally that the defendant is not guilty of unlawfully withholding the premises claimed by the plaintiff, the defendant may offer in evidence any matter that may tend to defeat the plaintiff's action, except that it shall not put in issue the possession of the premises by the defendant or that he or she claims title or interest in the premises.

735 ILCS 5 Sec. 6-118. Plaintiff's proof. It is not necessary for the plaintiff to prove that the defendant was in possession of the premises, or claims title or interest therein at the time of bringing the action, or that the plaintiff demanded the possession of the premises, unless the defendant in his or her answer verified by affidavit specifically denies that he or she was in such possession, or claims title or interest therein, or that demand of possession was made.

735 ILCS 5 Sec. 6-119. Plaintiff's proof - Continued. It is not necessary for the plaintiff to prove an actual entry under title, nor the actual receipt of any of the profits of the premises demanded; but it shall be sufficient for the plaintiff to prove a right to the possession of such premises at the time of the commencement of the action, as heir, legatee, purchaser or otherwise.

735 ILCS 5 Sec. 6-120. Evidence. It is not necessary on the trial for the defendant to admit, nor for the plaintiff to prove lease, entry and ouster, or either of them, except in actions by one or more tenants in common, or joint tenants against their co-tenants; but this section shall not be construed to impair, nor in any way to affect, any of the rules of evidence now in force in regard to the maintenance and defense of the action.

735 ILCS 5 Sec. 6-121. Claim of title through common source. If the plaintiff, or his or her agent or attorney, states under oath that he or she claims title through a common source with the defendant, it is sufficient for the plaintiff to show title from such common source, unless the defendant, or his or her agent or attorney, denies, on oath, that he or she claims title through such source, or swears that he or she claims title through some other source.

735 ILCS 5 Sec. 6-122. Action against co-tenants. If the action is brought by one or more tenants in common, or joint tenants against their co-tenants, the plaintiff, in addition to all other evidence which he or she may be bound to introduce, shall be required to prove, on the trial of the cause, that the defendant actually ousted the plaintiff, or did some other act amounting to a total denial of his or her right as such co-tenant.

735 ILCS 5 Sec. 6-123. Proof of interest. It is not an objection to a recovery in an action of ejectment that any one of several plaintiffs do not prove any interest in the premises claimed, but those entitled shall have judgment, according to their rights, for the whole or such part or portion as he, she or they might have recovered if he, she or they had sued in his, her or their name or names only.

735 ILCS 5 Sec. 6-124. Action against several. If the action is against several, and the plaintiff is entitled to recover, he or she shall recover against all who are in joint possession or claim the title, whether they have pleaded separately or jointly.

735 ILCS 5 Sec. 6-125. Proof of occupancy. When the action is against several defendants, if it is proved on the trial that any of them occupy distinct parcels in severalty or jointly, the plaintiff shall elect, at the trial, against which he or she will proceed; and such election shall be made before the evidence in the action is closed, and the action shall be dismissed as to the defendants not so proceeded against.

735 ILCS 5 Sec. 6-126. Specificity of verdict. In the following cases, if tried by a jury, the verdict shall be rendered as follows:

1. If it is proved on the trial that all the plaintiffs have a right to recover the possession of the premises, the verdict shall be for the plaintiffs generally.
2. If it is proved that one or more of the plaintiffs has a right to the possession of the premises, and that one or more does not have such right, the verdict shall specify for which plaintiff the jury finds, and as to which plaintiff the jury finds for the defendant.
3. If the verdict is for any plaintiff, and there are several defendants, the verdict shall be rendered against such of them as were in possession of the premises or as claimed title thereto at the commencement of the action.
4. If the verdict is for all the premises claimed, as specified in the complaint, it shall, in that respect, be for such premises generally.
5. If the verdict is for a part of the premises described in such complaint, the verdict shall particularly specify such part, as the same was proved, with the same certainty hereinbefore required in the description of the premises claimed.
6. If the verdict is for an undivided share or interest in the premises claimed, it shall specify such share or interest; and if for an undivided share in a part of the premises claimed, it shall specify such share, and shall describe such part of the premises as hereinbefore required.

The verdict shall also specify the estate which has been established on the trial, by the plaintiff in whose favor it is rendered, whether such estate is in fee or for his or her own life or for the life of another, stating such lives, or whether it is for a term of years, and specifying the duration of such term.

735 ILCS 5 Sec. 6-127. Expiration of plaintiff's right or termination of plaintiff's title before trial. If the right of a plaintiff in ejectment expires or the plaintiff's title terminates after the commencement of the action, but before trial, the verdict, if tried by a jury, shall be returned according to the fact, and judgment shall be entered that the plaintiff recover his or her damages by reason of the withholding of the premises, by the defendant, to be assessed, and that as to the premises claimed, the action shall be dismissed; and such damages may be thereupon assessed by the court or jury trying the case.

735 ILCS 5 Sec. 6-128. Suggestion of death. If there are several plaintiffs in an action of ejectment, and any of them die before final judgment, the death of such party may be suggested of record, and the executor, administrator, heir or legatee of the deceased party shall be allowed to proceed with the action jointly with the survivor, in the same manner as if he or she had originally joined with him or her in commencing the action.

735 ILCS 5 Sec. 6-129. Judgment. In cases where no other provision is made, the judgment in the action, if the plaintiff prevails, shall be that the plaintiff recover the possession of the premises, according to the verdict of the jury, if there was such a verdict, or the finding of the court, if the case is tried without a jury, or according to the description thereof in the complaint, with costs to be taxed, if the judgment is by default.

735 ILCS 5 Sec. 6-130. Recovery of rents and profits. The plaintiff recovering judgment in ejectment in any of the cases in which such action may be maintained, shall also be entitled to recover damages against the defendant for the rents and profits of the premises recovered.

735 ILCS 5 Sec. 6-131. Conclusiveness of judgment. Every judgment in the action of ejectment shall be conclusive as to the title established in such action upon the party against whom the same is rendered, and against all persons claiming from, through or under such party, by title accruing after the commencement of such action, subject to the exceptions hereinafter named.

735 ILCS 5 Sec. 6-132. New trial as in other civil cases. The court may grant a new trial before or after final judgment, as in other civil cases.

735 ILCS 5 Sec. 6-133. Petition for damages. Instead of a separate action for the recovery of mesne profits, the plaintiff seeking to recover such damages shall, within one year after the entering of the judgment, file a petition in the ejectment action.

735 ILCS 5 Sec. 6-134. Petition stands as complaint. Such petition shall be substantially in the same form as is now in use in other civil cases for complaints and the same rules of pleading shall be observed as in other civil cases.

735 ILCS 5 Sec. 6-135. Service of copy of petition. Upon the filing of such petition, the defendant shall be served with a copy thereof.

735 ILCS 5 Sec. 6-136. Pleadings. The pleadings following the filing of the petition and the proceedings thereon shall be the same as in ordinary civil actions, but no matters shall be pleaded or presented which were or might have been denied in such action of ejectment. The defendant may plead a recovery by such defendant, or any other person, of the same premises, or of part thereof, subsequent to the verdict of the jury if tried by a jury, or to the finding of the court if tried without a jury, in such action of ejectment, in bar or in mitigation of the damages claimed by the plaintiff.

735 ILCS 5 Sec. 6-137. Issue of fact on petition. If any issue of fact is presented on such petition, it shall be tried as in other civil cases; and if such issue is found for the plaintiff, or if demand for trial by jury has been made in accordance with law, a jury may assess damages in the amount of the mesne profits received by the defendant

since he or she entered into possession of the premises, subject to the restrictions contained in Article VI of this Act.

735 ILCS 5 Sec. 6-138. Extent of recovery. On the trial of such issue, the plaintiff is required to establish and the defendant may deny, the time when such defendant entered into the possession of the premises, the time during which he or she enjoyed the mesne profits thereof, and the value of such profits; and the record of the recovery in the action of ejectment shall not be evidence of such time. On such trial, the defendant shall have the same right to set off any improvements made on the premises, to the amount of the plaintiff's claim, as is now or shall hereafter be judicially allowed; and in estimating the plaintiff's damages, the value of the use by the defendant of any improvements made by him or her shall not be allowed to the plaintiff.

735 ILCS 5 Sec. 6-139. Death of plaintiff. If the plaintiff in ejectment dies after issue joined or judgment entered therein, the decedent's personal representatives may offer a suggestion of such death, of the granting of letters of office to them, and may claim their right to the mesne profits of the premises recovered, in the same manner, and with the like effect, as the decedent; and the same proceedings shall in all respects be had thereon.

735 ILCS 5 Sec. 6-140. When mesne profits not recoverable. Every person who is hereafter evicted from any land for which he or she can show a plain, clear and connected title deduced from the record of some public office, without actual notice of an adverse title in like manner derived from record, shall be exempt and free from all and every species of action, process or prosecution for or on account of any rents, profits, or damages, which have been done, accrued or incurred at any time prior to receipt of actual notice of the adverse claim by which the eviction may be effected, provided such person obtained peaceable possession of the land.

735 ILCS 5 Sec. 6-141. Notice of adverse claim. Notice of any adverse claim or title to the land within the meaning of this Article is to be given by bringing an action for the same, by the one or the other of the parties, and may hereafter be given by bringing an action, as above provided, or by delivering an attested copy of the entry, survey or patent, from which he or she derives his or her title or claim, or leaving any such copy with the party or the spouse of such party. Notice given by the delivery of an attested copy, as above set out, is void, unless an action is filed within one year thereafter. In no case shall the proprietor of the better title be obliged to pay to the occupying claimant, for improvements made after notice, more than what is equal to the rents and profits above set forth.

735 ILCS 5 Sec. 6-142. Notice to occupying claimant. Notice to any occupying claimant shall bind all those claiming from, by or through such occupying claimant, to the extent of such claim.

735 ILCS 5 Sec. 6-149. Stay of waste - Security. Nothing herein contained shall be construed so as to prevent any court from entering an order to stay waste, and ordering a party to give bond and security in such manner as the court may deem appropriate.

735 ILCS 5 Sec. 6-150. Abolition of common law fictions. The following common law fictions are abolished:

- (1) The use of fictitious names of plaintiffs or defendants and of the names of any other than the real claimants and the real defendants, and the statements of any lease or demise to the plaintiff, and of an ejectment by a casual or nominal ejector.
- (2) The consent rule.